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REPRINT OF A LETTER

ON THE

SUBJECT OF THE IMPURITY OF THE WATER OF THE
BAY OF TORONTO,

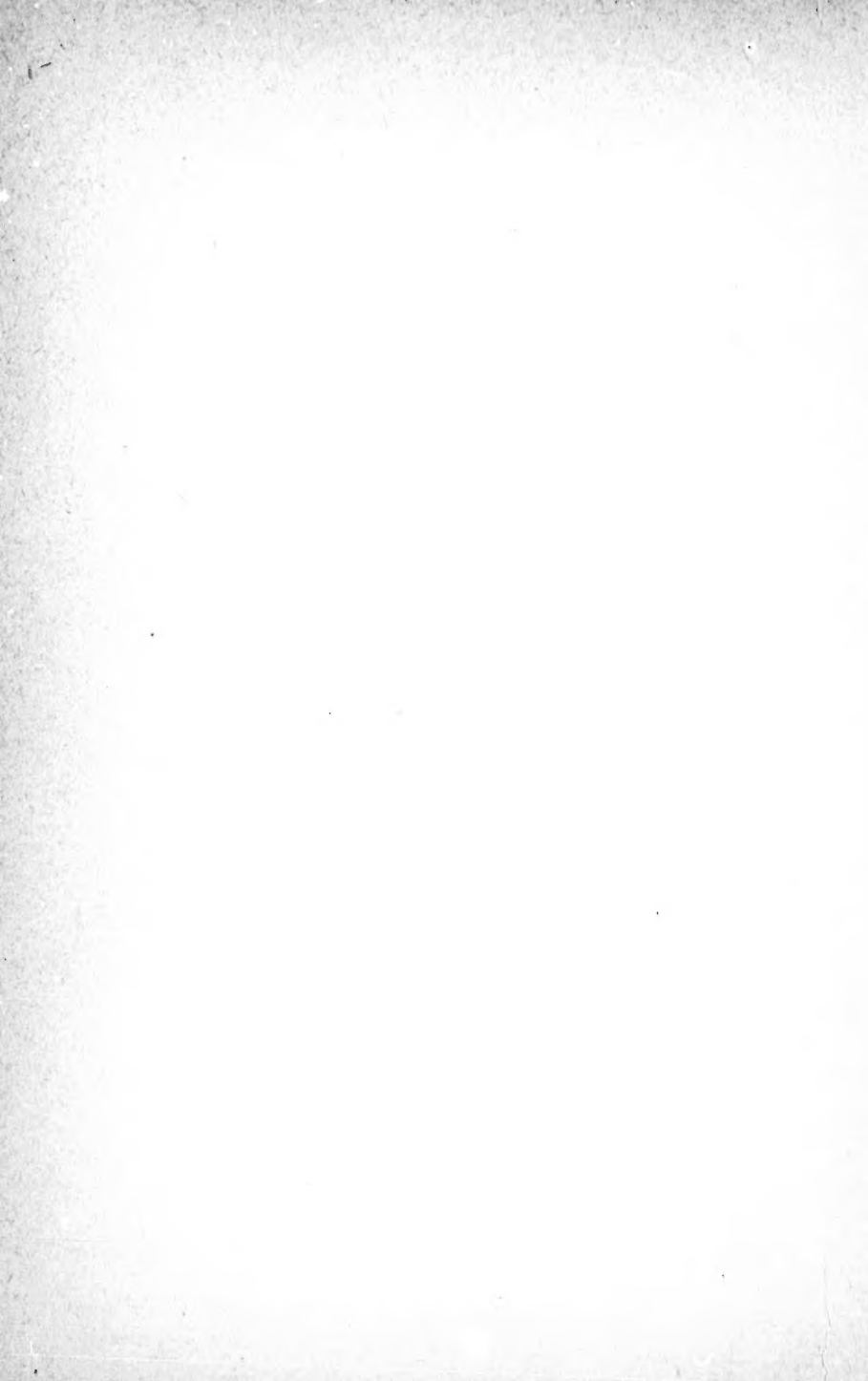
ADDRESSED TO "

THE CORPORATION OF TORONTO, IN THE YEAR, 1854.

BY

ALBERT FURNISS,

Proprietor of the Water Works.



LETTER

FROM THE

CITY OF TORONTO WATER COMPANY

TO

THE MAYOR, ALDERMEN AND COUNCIL OF THE CITY OF
TORONTO,

IN REFERENCE TO THE PRESENT POSITION OF THE

WATER WORKS:

ALSO MAKING AN OFFER OF TRANSFERRING THE SAID WORKS
TO THE CORPORATION.

TORONTO :

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LETTER.

TORONTO WATER WORKS' OFFICE,
Jan. 3rd, 1854.

To the Mayor, Aldermen and Commonalty of the City of Toronto.

GENTLEMEN,—On the re-organization of your worshipful body, I lose not a day in laying before you a communication made by the Messrs. Crawford & Hagarty, in the month of October last, to the City Council, and certain other documents, relative to the Water Works of this City:

Copy of Letter from Messrs. Crawford & Hagarty to the Corporation of Toronto.

TORONTO, October 24th, 1853.

SIR.—On behalf of the Toronto Water Company, we are desirous of calling the attention of the City Council to certain facts connected with the supply of Water to the inhabitants of Toronto.

You are aware of the constant complaints relative to the injury charged to the Works, by the Peter Street Drain. That being now under legal investigation, we shall not enter into any discussion of its peculiar merits. Suffice it to say, that it is universally complained of, and believed by the Company to be a serious injury to the quality of the water.

Assuming such belief to be well founded, the Water Company feel bound to express their very grave apprehension that in the ensuing summer, among our rapidly increasing population, the mixture of the drainage of a large section of the City with the water supplied to the inhabitants, may be productive of most serious consequences. The probable prevalence of sickness may increase the danger.

If any important change be decided on in the present system of supplying water, it is necessary at once to forward the necessary orders to England to insure the supply of the required materials early in the Spring.

The Company most earnestly desire to come to an amicable arrangement of all existing difficulties with the Corporation; with that view we now address you, and invite attention to two propositions.

First, the Water company are ready and now offer to transfer the whole of their Works to the Corporation, on such equitable terms as may be arranged between the parties.

By effecting such an arrangement the Corporation can at once adopt such improvements as they may deem advisable for the interest of the consumers.

Secondly—Should the Corporation decline purchasing, then, the Water Company suggest that the existing contract with the Council be at once revised.

The Water Company have recently expended about £10,000 in improving the efficiency of their Works, and would have to incur a further very heavy outlay if it be determined to obtain a supply of water from some different source than a spot into which the Corporation desire to drain a portion of the city.

The Water Company desire to part either with their whole establishment to the City on reasonable terms—or if that be declined, to enter into a new contract based on a due regard to the respective interests of the Citizens and of the Stockholders in a Company from whom a great outlay of capital is required to meet even partially the demands constantly made on them, both as to the quality and quantity of the water supplied.

Should any final arrangements be effected, no time should be lost, for the reason already alluded to in this letter.

In the event of sickness breaking out, or other evil consequences arising from the pollution of the water, the Company will have the satisfaction of remembering that they on more than one occasion warned the City Council of the probability of such results.

We have the honor to be

Your obedient servants,

CRAWFORD & HAGARTY.

(Signed)

To C. Daly, Esq.,
Clerk City Council.

This communication, highly important as it is, received no attention or notice whatever, and it is principally for the purpose of still further removing from the Water Company the moral responsibility, which I doubt not, public opinion will consider must rest somewhere, that I address you.

As some members of your worshipful body may not be acquainted with the circumstances which constitute the subject of difficulty, and which prevent the Water Company taking upon themselves the charge of procuring water from a more pure source than the one from which it is at present taken,—also of proceeding with the extension of the Water Works, to meet the increasing requirement of the City, I beg to make the following brief statement of facts for your information :

In the year 1841 the Water Works were established, and the site from which the water is now taken presented a gravelly bed, free from the impurities of drainage, and in view of the nature and extent of the undertaking, was considered the most eligible source. Three or four years afterwards the Corporation constructed a main sewer down Peter Street, with a view of draining the whole of the western part of the city; and strange to say, they placed the issue of the sewer within about fifty feet of the point from which the supply of water for the city is pumped. A short time previously the Gas and Water Company had *accidentally* allowed a quantity of tar to run into the Bay, to the injury of the water to their adjoining neighbour, and in consequence had to pay damages and expenses to the extent of about £2,000.

The Water Company viewing the injury they would inevitably sustain in consequence of the pollution of the water by the sewer, commenced an action at law against the Corporation. At their request, on the assurance of Clark Gamble, Esq., their Solicitor, made to Messrs. Crawford & Hagarty, the Water Company's Solicitors, that remedial measures should be adopted,—the Water Company consented to withdraw the suit. The Corporation did not fulfil their promise—no remedial measures were attempted. Years have passed, and each consecutive year has brought down an increased quantity of matter so injurious and poisonous, that the water, particularly after heavy rains, last summer, was quite unfit for use. How unfit the water has been

rendered, in consequence of the sewer, you may judge from a late presentment of the Grand Jury, and from the subjoined letter of the Engineer of the Water works:—

Extract from the presentment of the Grand Jury of the Recorder's Court, recently held in the City of Toronto.

The Grand Jury of the Recorder's Court, held in the Court House this 9th day of November, 1853—Considering that the general health of the Citizens of Toronto would be likely to be affected by the impurity of the source from whence the water is now obtained by the Water Works Company, have in consequence visited the situation of the works at the foot of Peter Street, and regret to find the statements, as regards the impurities of the water there to be correct, and are unanimously of opinion that taking the water from that situation should be discontinued. Its proximity to the mouth of the Peter Street sewer, would alone justify our comments on the impropriety of such a source, to obtain water for general uses, the deposit from which, being so closely connected with it, as to cause a dirty slimy matter to attach itself even to the very pipes that convey the water to the pumps. We trust therefore that to condescend to the general health and right feeling on the part of those who may hereafter have occasion to use the water from the Water Works, immediate steps be taken to obtain water from a pure source, either from the lake outside the peninsula, or some proper inland source,—the good healthful qualities of which may be relied on. *We also trust that the new plan of main sewerage now under consideration by the Corporation will be carried into execution as soon as possible, WHICH WILL TEND TO REMEDY THIS AND OTHER NUISANCES.*

Signed

WM. THOMAS, *Foreman,*
And by twelve other Jurors.

Letter from Richard Taylor, Engineer, Toronto Water Works, to A. Furniss, Esq,

TORONTO WATER WORKS, Sept. 15th, 1853.

SIR,—I feel reluctant to be under the necessity of calling your attention so often to the disgraceful state of the water we have had to pump up to the tanks both yesterday and to-day. The principal reason of its being so muddy is from the late heavy rains sending a heavy discharge of muddy water from the Peter Street Sewer. It came from it so thick that that part of the bay where it discharges itself was little better than a puddle hole. I think it contained as much matter as was possible for any water to bear along with it. I was at a loss this morning whether to pump or not, but I came to the resolution to send muddy water in preference to none. Should you have any complaints about the quality of the water, I hope you will excuse me as doing the best according to my judgment, under the circumstances that I was placed under. It is high time this abominable nuisance was put a stop to.

Signed

RICHARD TAYLOR, *Engineer.*

It has been in vain that appeals have been made to the Corporation to remove the nuisance they have created. The Water Company had no alternative but to renew the suit against the Corporation, and in Sept. last again commenced proceedings at law. The matter is now awaiting legal decision. The Water Company did not seek to recover substantial damages from the Corporation, although they had suffered great injury—they only sought to have the evil remedied, and they consented to the Court awarding merely nominal damages if judgment be in their favor. And in view of the effects that may be produced, should sickness prevail during the ensuing summer, augmented probably by the impurity of the water, rendered impure by the citizens themselves, I feel justified in strongly pressing on the Corporation whether the existing evils should be longer permitted without some effort at their removal.

I will anticipate one remark that will be made—viz: that it would be impossible or extremely difficult to divert the sewerage of the City, so as to

prevent the pollution of the bay. Such is not the case, for irrespective of the question of injury done to the Water Works, two highly competent and respectable engineers, Mr. Thomas and Mr. K. Tully, have laid before the Corporation plans for different modes of disposing of the drainage of the City—the adoption of either of which would have the most salutary effect on the quality of the waters of the bay.

From what I have stated, I trust you will have a clear apprehension of the state of the case as concerns the impurity of the water supplied to the City, and I will again strongly urge you to take action for remedying the existing evil. I will only add—that to exonerate the Company from any implication in the responsibility that may arise in consequence of the impurity of the water, Messrs. Crawford & Hagarty were authorised to offer to transfer the whole of the Water Works to the Corporation on such equitable basis as might be agreed upon between the parties.

I will avail myself of this opportunity of entering into some explanation of the following clause of Messrs. Crawford and Hagarty's letter: "should the Corporation decline purchasing, then the Water Company suggest that the existing contract with the Council be at once revised."

It is impossible that under the existing contract, or rather under the construction that has been put upon it, that the Water Works can be extended with that spirit and efficiency which would fully develop the advantages of such an establishment, or render them satisfactory either to the public or the Water Company. Under the existing contract the Water Company cannot advantageously extend their Works by laying main pipes in those portions of the town where there are none, for the extension of them is absolutely disadvantageous to the Company—while the want of a proper extension to meet the wants of this rapidly increasing City is attended with great inconvenience and privation to its population.

To illustrate and prove the correctness of this assertion I will advert to what has recently taken place. With a view of adding to the efficiency of the Water Works, particularly for extinguishing fires, the Company recently expended about £10,000. This expenditure had been incurred with an understanding that when the Water Works were put on an efficient scale (*i. e.* for extinguishing fires) a fair and equitable contract would be entered into. An unanimous report of the Committee of the Corporation on fire and water was made in favour of a new agreement, which would have been satisfactory to the Water Company, and judging from the said report, advantageous to the City. The report was not, however, adopted by the Council. The consequence was that the Water Company, although prepared at the time to extend their works over a large portion of the City now without water, and under an engagement to extend them still further as soon as pipes could be had from Great Britain, in the event of the said report being adopted by the Council, at once sold the pipes they had imported to the Gas Company, and the whole of the North-east and North-west section of the City, which they were intended to cover, remain unprotected in case of fire, and the population of those sections (thinly scattered to be sure) are debarred the advantage of a supply of water. The *original* intention of the contract was that the Water Company should erect and supply twenty fire plugs for £250 per annum. All that was put

in, in addition to this, was forced in, and may or may not have been intended. It is so ambiguous and indefinite, that Counsel felt great difficulty in arriving at a definite conclusion as to its true intent and meaning. Moreover, by the construction that has been put on the agreement, and by the recent assessment law, which empowers the city to impose a tax on the Water Works equal to the amount which was originally agreed to be paid annually (or nearly so) to the Water Company for a supply of water at fires, the City has contrived to get the supply without any consideration whatever. This I am sure you must admit is not fair and equitable.

Furthermore, the Water Company cannot lay pipes of such dimensions as are laid in other cities, but without relative consideration, are compelled to lay them (if they lay them at all) of such size as will afford a full and sufficient supply of water, for any number of hydrants (which are to be supplied with water free of charge to the Corporation) that they the Corporation may choose to erect upon them. This practically prevents the Company from laying any more main pipes—it amounts to a prohibition.

From these statements it is not difficult to perceive that unless the Corporation are willing to revise the contract, or adopt other measures, the public as well as the Water Company must suffer and matters must remain in their present unsatisfactory state. If the City wishes to have an efficient service performed, it should consent to give a fair and equitable consideration therefor,—what that is may easily be ascertained if enquiry is made as to what is done at Buffalo, or at any other city, under similar circumstances.

Before closing this communication, I have one further statement to make. Some years ago I offered the Gas Works of this City to the Corporation; I stated that in the event of their purchasing them they would be able to light the street lamps without cost to the City—besides having control over an important City institution. They refused my offer, and I disposed of the Gas Works to a new Company. To that Company the Corporation will have to pay, I should suppose, a sum of £2,000 to £3,000 per annum, for the service they might have had without cost had they accepted my offer. I renew the offer already made of the Water Works on fair and reasonable terms, and I now state that in the event of your acquiring them, and your going prudently to work, and obtaining from Parliament the rights and privileges that are now possessed by the Corporations of Montreal and Quebec—you would be able to reduce the water rate to the citizens generally, and you could have a supply of water for any number of fire plugs you might choose to erect, also for public fountains, baths and wash-houses, and for free hydrants for the poor—*without any cost to the City*. The suggestion is worthy of your consideration. The chance may not always continue.

I am,

Your obedient servant,

ALBERT FURNISS,

For the City of Toronto Water Company.

MEMORANDUM IN REGARD TO THE GRANTING TO THE CORPORATION OF TORONTO THE RIGHT OF IMPOSING A WATER RATE BY THE LEGISLATURE.

The right of imposing a tax unconditionally, on the inhabitants, has been refused to the Corporation at all times. See an Act to authorize the City of Toronto to erect Water Works, and to levy a Water Rate, ~~3rd Section, 5th Parliament~~, 20 Vic. Ch. 81, 1857, wherein are the following clauses to protect the vested rights of the existing Water Works. After granting power to the Corporation to construct Water Works, the 10th Sec. enacts as follows:

X. From and after the completion of the said works, the said Commissioners shall have power to contract with parties willing to take water from them at a rate to be fixed by them, in the same manner as any private company or companies can or may now contract and charge for the same; and when the Water Works now erected and in use in the said City, or any other Water Works that may be erected by any Company now incorporated, shall be required by the said City, or any sums of money that may have been *bona fide* expended or liabilities incurred with a view to the construction of any Water Works by any Company now incorporated, belonging to any such private Company, shall have been acquired by the said City, then the owner and occupier of each and every house, tenement or lot in the said City of Toronto in which the said water shall be used, shall each be liable for the payment of a special Water Rate, to be fixed by the Commissioners, and such Water Rate so fixed shall be a lien upon the said house, tenement or lot, in the same way or manner as other taxes assessed on real property in the said City of Toronto are liens, and shall be collected in like manner if not previously paid to the said Commissioners.

XIX. As soon as the said City of Toronto shall commence the construction of Water Works under this Act, the Works and property of any incorporated Water Company shall be exempt from municipal taxation within the said City.

The General Municipal Law also specially provides, ~~page 97.~~ See Municipal Manual, ~~Vol.~~ 242, Sec. 7. "In case there be any gas or Water Company incorporated for the municipality, the Council shall not levy any gas or water rate until such Council has by by-law fixed a price to offer for the works or stock of the Company; nor until thirty days have elapsed after notice of such price has been communicated to the Company without the Company's having accepted the same, or having, under the provision of this Act as to Arbitrators, named and given notice of an Arbitrator to determine the price, nor until the price accepted or awarded has been paid, or has been secured to the satisfaction of the Company."

NOTE.—With a view of inducing the Corporation of Toronto to acquire the Works, the present proprietor has recently consented to leave the value of them to Arbitrators, agreeing to accept whatever sum should be named by the said Arbitrators, and giving the Corporation the right to purchase them or not. The most eminent and unexceptionable arbitrators were appointed, and they valued them. T. Keefer, Esq., was selected by the Corporation, and Walter Shanly, Esq., by the proprietor of the Works.

On or about the 19th ~~Sept.~~, 1871, the proprietor of the Water Works was notified that the Committee of Fire, Water and Gas was of opinion it was not advisable at present to purchase the Water Works. This report was adopted by the Council on the 18th December last.

